

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET	1. SOLICITATION NO. N00178-06-R-3017	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>A. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>B. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>C. NEGOTIATED (RFQ)</td> </tr> </table>		A. SEALED BID	X	B. NEGOTIATED (RFP)		C. NEGOTIATED (RFQ)
	A. SEALED BID							
X	B. NEGOTIATED (RFP)							
	C. NEGOTIATED (RFQ)							

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

YOU ARE CAUTIONED TO NOTE THE "CERTIFICATION OF NON-SEGREGATED FACILITIES" IN THE SOLICITATION. FAILURE TO AGREE TO THE CERTIFICATION WILL RENDER YOUR REPLY NONRESPONSIVE TO THE TERMS OF SOLICITATIONS INVOLVING AWARDS OF CONTRACTS EXCEEDING \$25,000 WHICH ARE NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE.

"FILL-INS" ARE PROVIDED ON THE FACE AND REVERSE OF STANDARD FORM 18 AND PARTS I AND IV OF STANDARD FORM 33, OR OTHER SOLICITATION DOCUMENTS AND SECTIONS OF TABLE OF CONTENTS IN THIS SOLICITATION AND SHOULD BE EXAMINED FOR APPLICABILITY.

SEE THE PROVISION OF THIS SOLICITATION ENTITLED EITHER "LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS" OR "LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS."

WHEN SUBMITTING YOUR REPLY, THE ENVELOPE USED MUST BE PLAINLY MARKED WITH THE SOLICITATION NUMBER, AS SHOWN ABOVE AND THE DATE AND LOCAL TIME SET FORTH FOR BID OPENING OR RECEIPT OF PROPOSALS IN THE SOLICITATION DOCUMENT.

IF NO RESPONSE IS TO BE SUBMITTED, DETACH THIS SHEET FROM THE SOLICITATION, COMPLETE THE INFORMATION REQUESTED ON REVERSE, FOLD, AFFIX POSTAGE, AND MAIL. NO ENVELOPE IS NECESSARY.

REPLIES MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IS PRESCRIBED IN 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including zip code)
 NSWCD
 ATTN: K. QUINN, XDS13-7
 KEVIN.M.QUINN2@NAVY.MIL
 17320 DAHLGREN ROAD
 DAHLGREN 22448-5100

4. ITEMS TO BE PURCHASED (Brief description)
 Specialized engineering support services for the Ariel, Blackbeard, Badger, Wolverine, AN/URL-21(V)2 and ISCRS Systems.

5. PROCUREMENT INFORMATION (X and complete as applicable)

	A. THIS PROCUREMENT IS UNRESTRICTED		
	B. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents for details).		
	(1) SMALL BUSINESS	(2) LABOR SURPLUS AREA CONCERNS	(3) COMBINED SMALL BUSINESS/ LABOR AREA CONCERNS

6. ADDITIONAL INFORMATION
 LIMITED TO: ArgonST, Inc.
 8419 Terminal Road
 Newington, Virginia 22122

7. POINT OF CONTACT FOR INFORMATION

A. NAME (Last, First, Middle Initial) XDS13	B. ADDRESS (Include Zip Code)
C. TELEPHONE NUMBER (Including Area Code and Extension) (540) 653-7765	

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	A. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	B. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	C. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	D. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	E. OTHER (Specify)		
9. MAILING LIST INFORMATION (X one)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED			
10. RESPONDING FIRM			
A. COMPANY NAME		B. ADDRESS (Include Zip Code)	
C. ACTION OFFICER			
(1) TYPED OR PRINTED NAME (Last, First, M.I.)		(2) TITLE	(3) SIGNATURE
			(4) DATE SIGNED (YYMMDD)
DD Form 1707 Reverse, MAR 90			
FOLD			
FOLD			
FROM			
AFFIX STAMP HERE			
SOLICITATION NUMBER N00178-06-R-3017		TO	
DATE (MMDDYY) LOCAL TIME Mar-03-2006 14:00:00			

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 58 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00178-06-R-3017	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 03 Feb 2006	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NSWCDD ATTN: K. QUINN, XDS13-7 KEVIN.M.QUINN2@NAVY.MIL 17320 DAHLGREN ROAD DAHLGREN VA 22448-5100 TEL: 540-653-8871 FAX:		CODE N00178	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 02:00 PM local time 03 Mar 2006
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME XDS13	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (540) 653-7765	C. E-MAIL ADDRESS xds13@nswc.navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

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Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR Annual Renewal

You must ANNUALLY confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <http://www.ccr.gov/>

EFTS

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

INVOICES

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

FAR 52.212-4

FAR 52.213-2

FAR 52.232-25

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – The contractor shall submit original invoices/vouchers and any necessary supporting documentation to the **Auditor** at DCAA at the following address: DCAA/MABO, P.O. Box 891, Arnold, Maryland 21012-0891, Attn: Nicole Houston at (410) 260-5420. Following verification, the **Auditor** will forward the invoice to the designated payment office for payment in the amount determined to be owing in accordance with the applicable payment (and fee) clause(s) of the contract. The contractor shall also submit one copy of each invoice/voucher and all supporting documentation (electronic distribution is acceptable) to the Contracting Officer's Representative (COR) at the following address:

Delois E. Clarke/Code J17
NSWCDD
17320 Dahlgren Road
Dahlgren, VA 22448-5100

(540) 653-5376; FAX: (540) 653-0081
delois.clarke@navy.mil

In addition, submit one copy of each invoice/voucher and all supporting documentation (electronic distribution is acceptable) to the Contract Specialist at the issuing office address shown in Clause Ddl-G10.

REGISTER FOR INVOICE STATUS

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <http://vendorpay.dfas.mil/newuser>

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	SUPPLIES/SERVICES CPFF		Lot		
	The Contractor shall provide specialized engineering support services for the Ariel, Blackbeard, Badger, Wolverine, AN/URL-21(V)2 and ISCRS Systems in accordance with Section C, Description/Specifications/Statement of Work. Specific effort and total amount shall be defined in individual task/delivery orders issued pursuant to FAR 52.216-18 "Ordering" and in accordance with the task order Statement of Work (SOW).				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL ESTIMATED COST + FEE	

ITEM NO	SUPPLIES/SERVICES	UNIT	UNIT PRICE	MAX AMOUNT
0002	SUPPLIES/SERVICES CPFF	Lot		NSP
	Data, in accordance with DD Form 1423, Contract Data Requirements List and Section C, Description/Specifications/Statement of Work			
	FOB: Destination			
				NSP

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Ddl-B10 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause in Section I of this contract, the contract minimum quantity is a total of \$250,000.00 worth of orders. This reflects the Government's minimum obligation. The maximum quantity is the total value of the contract which shall not be exceeded.

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HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Section C - Descriptions and Specifications

STATEMENT OF WORK

- 1.0 BACKGROUND:** Naval Sea (NAVSEA) Dahlgren, Special Systems Branch, Code J17 has been assigned, as the Technical Directing Agent for the Scout Master Program and Special Projects. Technical direction authority includes direction over the systems Wolverine, Badger, Ariel, and Blackbeard. Combat Direction Systems Activity (CDSA) Dam Neck, Code F11, is tasked to provide in-service engineering support for the System Life Cycle of the AN/URL-21(V)2 System and the Integrated Submarine Communications Receiving System (ISCRS).
- 2.0 SCOPE:** This Statement of Work (SOW) identifies the individual tasks the Contractor shall accomplish in providing specialized Engineering Support for the Wolverine, Badger, Ariel, and Blackbeard Systems as well as for the AN/URL-21(V)2 System and the Integrated Submarine Communications Receiving System (ISCRS).
- 3.0 APPLICABLE DOCUMENTS:** The following Government Furnished Information (GFI) will be provided by the Contracting Officer's Representative (COR) as guidelines for the conduct of all tasks defined in this order.

AN/URL-21(V)2 INTERACTIVE ELECTRONIC TECHNICAL MANUAL
ISCRS INTERACTIVE ELECTRONIC TECHNICAL MANUAL

- 4.0 REQUIREMENTS:** The Contractor shall perform the following tasks.

4.1 SPECIALIZED ENGINEERING SUPPORT SERVICES

- 4.1.1 CASREP Distance Support Responses:** The Contractor shall provide CASREP Distance Support in response to telephone and Email Technical Assists as described in paragraph 4.1.3 below. The Contractor shall analyze the messages, provided by the COR, and recommend actions to resolve deficiencies. The Contractor shall prepare a technical report providing fully documented results of each review performed per CDRL A001. The COR will assign an Action Item number to each tasked CASREP for tracking and accounting purposes. Only the COR may open and close action items per formal correspondence to the Contractor via email.

For proposal purposes, estimate twelve (12) CASREP Distance Support Responses per year having sixteen (16) hour durations each including report preparation.

- 4.1.2 CASREP On Site Support Responses:** The Contractor shall provide CASREP On Site Support in response to Field Technical Assists as described in paragraph 4.1.4 below. The Contractor shall travel to remote locations in support of CASREP responses initiated by the COR. The Contractor shall prepare a technical report providing fully documented results of each response performed per CDRL A001. The COR will assign an Action Item number to each tasked CASREP for tracking and accounting purposes. Only the COR may open and close action items per formal correspondence to the Contractor via email.

For proposal purposes, estimate one (1) OCONUS CASREP responses per year in Oslo, Norway. Estimated travel requirements are provided in SOW paragraph 9.0.

- 4.1.3 Telephone/email Technical Assists:** The Contractor shall participate in Telephone/email Technical Assists initiated by the COR. The Contractor shall recommend actions to resolve issues and concerns indicated therein. The Contractor shall prepare a technical report providing fully documented results of each Technical Assist performed per CDRL A001. The COR will assign an Action Item number to each

Technical Assist for tracking and accounting purposes. Only the COR may open and close action items per formal correspondence to the Contractor via email.

For proposal purposes, estimate twelve (12) Telephone/email Technical Assists per year having two hour durations each including report preparation.

- 4.1.4 Field Technical Assists:** The Contractor shall participate in Field Technical Assists including test events that are initiated by the COR. The Contractor shall take and restore Wolverine, Badger, Ariel, Blackbeard, AN/URL-21(V)2, or ISCRS to normal operation. The Contractor shall prepare a technical report providing fully documented results of each Technical Assist performed per CDRL A001. The COR will assign an Action Item number to each Technical Assist for tracking and accounting purposes. Only the COR may open and close action items per formal correspondence to the Contractor via email.
- 4.1.5 Wolverine Hardware Maintenance:** The Contractor shall maintain Wolverine systems, including troubleshooting and repairing/replacing failed components, and performing software adjustments necessary to ensure system stability and expected performance; this includes providing technical assistance support to activities in accordance with program requirements.
- 4.1.6 Wolverine Software Maintenance:** The Contractor shall make software updates on Wolverine systems with base-lined software; this includes providing software installation support to activities in accordance with program requirements.
- 4.1.7 Badger Hardware Maintenance:** The Contractor shall maintain Badger systems, including troubleshooting and repairing/replacing failed components, and performing software adjustments necessary to ensure system stability and expected performance; this includes providing technical assistance support to activities in accordance with program requirements.
- 4.1.8 Badger Software Maintenance:** The Contractor shall make software updates on Badger systems with approved base-lined software; this includes providing software installation support to activities in accordance with program requirements.
- 4.1.9 Ariel Hardware Maintenance:** The Contractor shall maintain Ariel systems, including troubleshooting and repairing/replacing failed components, and performing software adjustments necessary to ensure system stability and expected performance; this includes providing technical assistance support to activities in accordance with program requirements.
- 4.1.10 Ariel Software Maintenance:** The Contractor shall make software updates on Ariel systems with base-lined software; this includes providing software installation support to activities and in accordance with program requirements.
- 4.1.11 Blackbeard Hardware Maintenance:** The Contractor shall maintain Blackbeard systems, including troubleshooting and repairing/replacing failed components, and performing software adjustments necessary to ensure system stability and expected performance; this includes providing technical assistance support to activities in accordance with program requirements.
- 4.1.12 Blackbeard Software Maintenance:** The Contractor shall make software updates on Blackbeard systems with base-lined software; this includes providing software installation support to activities and in accordance with program requirements.
- 4.1.13 Lighthouse Technology Hardware Maintenance:** The Contractor shall maintain Lighthouse systems, AN/URL-21(V)2 and AN/URL-21A(V)2 (ISCRS) including troubleshooting and repairing/replacing failed components, and performing software adjustments necessary to ensure system stability and expected

performance; this includes providing technical assistance support to activities and in accordance with program requirements.

- 4.1.14 Lighthouse Software Maintenance:** The Contractor shall make software updates on Lighthouse systems, AN/URL-21(V)2 and AN/URL-21A(V)2 (ISCRS) with base-lined software; this includes providing software installation support to activities and in accordance with program requirements.
- 4.1.15 System Training Classes: (8 – 10) training classes on systems listed above:** The Contractor shall provide operational and technical system training, indoctrination, various training guides and documentation (CDRL A001) for upgraded systems at land-based sites, on-board ships and aircraft, other contractor or government sites, as required.

For proposal purposes, estimate two (2) training sessions per system per year. Estimated travel requirements are provided in SOW paragraph 9.0.

- 5.0 PROGRESS REPORTS:** The Contractor shall deliver progress reports and other data items as described in Attachment J.2 – Contract Data Requirements List (CDRL).
- 5.1 Final Report:** A final report, per CDRL A002, attached to this order, shall be delivered at the completion of the order and shall include, in addition to the information specified in the referenced Data Item Description (DID), a compilation of all individual interim progress reports.
- 5.2 Interim Progress Report (Financial):** Interim financial progress reports shall be delivered during the performance of this order per CDRL A003, attached.
- 5.3 Interim Progress Report (Technical):** Interim technical progress reports shall be delivered during the performance of this order per CDRL A004, attached.
- 5.3.1 Graphs.** This report includes, per the CDRL and referenced DID, graphs of ceiling, planned burn rate, actual expended, and funded to date for both dollars and manhours. Unless the Contractor anticipates this order to be expended in a linear level of effort, the Government expects that the line depicting the planned burn rate (dollars and manhours) will be depicted as a curve and not a straight line.
- 5.3.2 Cure Plan.** If the curve depicting the actual expenditure (dollars and manhours) deviates from the planned burn rate by more than +5%, at the end of the reporting period, the Contractor shall include a Cure Plan in the report describing the process to be used to get back on track.
- 5.3.3 Invoice Status.** A table shall be included in the financial report tabulating invoices against this order showing invoice number, date of invoice, total amount of invoice, date paid.
- 6.0 ACCEPTANCE PLAN:**
- a. The Contracting Officer's Representative (COR) or TA has the responsibility for Government Inspection and Acceptance. The COR/TA, or a duly appointed representative, will perform inspection at the place of performance.
 - b. Criteria for Government Inspection and Acceptance will be verification of Contractor performance per the Quality Assurance Surveillance Plan of this SOW.
 - c. The COR/TA will provide technical coordination and discussion, as necessary, with respect to specifications or SOW issues and monitoring the progress and quality of the Contractor's performance. The COR/TA is not an Administrative Contracting Officer (ACO) or Ordering Officer. The COR/TA does not have the authority to take any action, either directly or indirectly,

that would change the pricing, quantity, quality standards, place of performance, delivery schedule, or any other terms and conditions of this contract or this order. The COR/TA also may not direct the accomplishment of effort that goes beyond the scope of the contract or this order.

- d. When, in the opinion of the Contractor, the COR/TA requests effort that is outside of the existing scope of the contract or this task order, the Contractor shall promptly notify the Contracting Officer in writing. The Contractor under such direction shall take no action until the Contracting Officer has issued a change to the contract or order, or has otherwise resolved the issue.

7.0 PLACES OF PERFORMANCE: Efforts under this order shall be performed at contractor facilities. Occasional, short-term temporary duty may be required to both domestic and foreign locations

8.0 SECURITY REQUIREMENTS: Access to classified spaces and generation of classified material shall be in accordance with DD Form 254. All personnel performing classified tasks under this task order shall possess, at a minimum, a DoD Industrial Security Clearance of at least SECRET for all personnel assigned to perform work at NSWC, Dahlgren Division.

- a. Contractor requests for visit authorizations shall be submitted per DoD 5520.22M (Industrial Security Manual for Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit (except in cases of urgency). When a contractual relationship exists, original requests shall be delivered to the Security Officer of the activity being visited. When a contractual relationship does not exist, original requests shall be delivered to the Security Officer of NSWCDD via the COR, with the original copy of the request being forwarded to the activity being visited by the NSWCDD Security Officer.
- b. Visit requests for subcontractors shall be submitted to the appropriate contract Facility Security Officer (FSO) for certification of need to know, when applicable.
- c. Contractor personnel will be required, from time to time, to sign non-disclosure statements as applicable to each task order. The COR/Contract Specialist will notify the contractor of the number and type of personnel that will need to sign the nondisclosure statement.

9.0 TRAVEL REQUIREMENTS: All travel under this order must be requested of, and authorized by, the COR, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual cost expected. The Contractor is not authorized to perform any travel that is not in conjunction with this order.

NOTE: The travel listed below is itemized for estimating purposes only. It is estimated that the following travel will be required during **each year** of performance over the term of the contract. Actual travel requirements are dictated by program requirements and cannot be predicted in advance.

- a. 1 round trip for 2 people for 10 days (including travel time) between Fairfax, VA and Oslo, Norway.
- b. 10 round trips for 2 people for 1 day (including travel time) between Fairfax, VA and Dahlgren, VA.
- c. 6 round trips for 2 people for 5 days (including travel time) between Fairfax, VA and Brunswick, ME.
- d. 6 round trips for 2 people for 5 days (including travel time) between Fairfax, VA and Lexington Park, MD (Naval Air Station, Patuxent).
- e. 6 round trips for 2 people for 5 days (including travel time) between Fairfax, VA and Waco, TX
- f. 6 round trips for 2 people for 5 days (including travel time) between Fairfax, VA and Kaneohe, HI
- g. 3 round trips for 2 people for 5 days (including travel time) between Fairfax, VA and LaMadelina, Italy.

10.0 TRAINING: The Contractor is expected to provide fully trained and competent scientific, engineering, and technical personnel who have recent (within past 24 months) hands on experience with the Wolverine,

Badger, Ariel, Blackbeard, AN/URL-21(V)2 or ISCRS experience as required to accomplish this order. No costs associated with the training of Contractor personnel will be reimbursed. The title of the event is irrelevant (conference, seminar, symposium, etc.); if there is a fee charged to participate, it is considered training and will not be reimbursed.

11.0 FUNDING: To be incorporated into individual task orders and incrementally funded as applicable.

CLAUSES INCORPORATED BY FULL TEXT

Ddl-C40 INFORMATION SYSTEMS (IS) SECURITY AND ACCREDITATION

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. IS resources include, but are not limited to, computers, software, networks, and addresses.

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include COR certification that the use and access is required by this contract.

Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCDD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCDD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

Accreditation of Contractor-owned ISs

The Government reserves the right to have all contractor owned ISs used in the performance of this contract accredited by the cognizant DAA.

Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the COR for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

DdI-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

The contractor shall insure that all employees who have a NSWCDD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the

Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to NSWCDD Solicitation No. N00178-06-R-3017.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

Ddl-D10 PREPARATION FOR SHIPMENT (COMMERCIALY PACKAGED ITEMS)

Preservation, packaging, packing, and marking shall be in accordance with ASTM Designation D 3951-95 "Standard Practice for Commercial Packaging."

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: Delois E. Clarke/J17
Naval Surface Warfare Center, Dahlgren Division
Dahlgren, Virginia

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2006 TO 30-APR -2011	N/A	NSWCDD DELOIS E. CLARKE/CODE J17 17320 DAHLGREN ROAD DAHLGREN VA 22448-5100 (540) 653-5376 FOB: Destination	N00178
0002	POP 01-MAY-2006 TO 30-APR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00178

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

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Ddl-F20 RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

DdI-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

CLAUSES INCORPORATED BY FULL TEXT

DdI-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

(a) Name: Janice S. Williams
 Address: Code XDS13-15
 Dahlgren Division
 Naval Surface Warfare Center
 17320 Dahlgren Road
 Dahlgren, Virginia 22448-5100
 Phone: (540) 653 - 7089; FAX: (540) 653 - 6810
 E-mail: janice.williams@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

(a) Name: Kevin M. Quinn
 Address: Code XDS13-7
 Dahlgren Division
 Naval Surface Warfare Center
 17320 Dahlgren Road
 Dahlgren, Virginia 22448-5100
 Phone: (540) 653 - 8871; FAX: (540) 653 - 6810
 E-mail: kevin.m.quinn2@navy.mil

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

Administrative Contracting Officer (ACO)

- (a) Name: DCMA VIRGINIA
 Address: 10500 Battleview Parkway
 Suite 200
 Manassas, Virginia 20109-2342
 Phone: (703) 530-3111; FAX: (703) 530-3102
 E-mail: dcma.virginia@dcaa.mil

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Contracting Officer's Representative (COR):

- (a) Name: Delois E. Clarke/J17
 Address: Dahlgren Division
 Naval Surface Warfare Center
 17320 Dahlgren Road
 Dahlgren, VA 22448-5100
 Phone: (540) 653-5376; FAX: (540) 653-0081
 E-mail: delois.clarke@navy.mil

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

Paying Office

- (a) Name: DFAS Columbus Center (HQ0338)
 Address: DFAS-CO/South Entitlement Operations
 P.O. Box 182264
 Columbus, OH 43218-2264
 Phone: (800) 756-4571; FAX: (866) 473-5429

(b) The Paying Office makes all payments under the contract.

Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within 30 days after award of the contract. The conference will be held at the address below:

Location/Address: Dept J17, Naval Surface Warfare Center, Dahlgren Division

(b) The contractor will be given 10 working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

DdI-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)

(a) Ordering: All NSWCDD Warranted Contracting Officers are authorized ordering officers. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders on DD Form 1155 by the Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

(b) Ordering Procedures:

(1) Orders issued shall include, but not be limited to the following information (when applicable):

- (i) Date of order.
- (ii) Contract and order number.
- (iii) Type of Order
- (iv) Appropriation and accounting data.
- (v) Description of the services to be performed.
- (vi) Description of end item(s) to be delivered.
- (vii) DD Form 254 (Contract Security Classification Specification)
- (viii) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract.
- (ix) The individual responsible for inspection/acceptance.
- (x) Period of performance/delivery date.
- (xi) Estimated number of labor hours for each applicable labor category.
- (xii) The estimated cost plus fixed fee or ceiling price for the order.
- (xiii) List of Government furnished equipment, material, and information.

(2) Oral orders may be placed only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written Order on DD Form 1155 within two working days.

(c) Modifications of Orders: Orders may be modified only by the Contracting Officer and may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.

(d) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by a modification to the Delivery Order.

(e) Unilateral Orders. Delivery Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

DdI-G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

(a) The decision on whether or not the Order will be Cost-Plus-Fixed-Fee (Completion) or Cost-Plus-Fixed-Fee (Term), will be made dependent on the amount of detail the specification/statement of work provides. Each Request for Quotation sent to the Contractor shall state the type of order deemed appropriate by the Government. In the event the Contractor disagrees with the Government's assessment, the Contractor shall notify the Contracting Officer within five working days. The Contracting Officer will attempt to reach an agreement with the Contractor on the type of order to be negotiated. Any disagreement between the Contractor and Contracting Officer, with respect to order type, shall constitute a dispute under the clause of the contract entitled "Disputes."

(b) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon contractor certification that the level of effort specified in the order has been expended in performing the contract work.

DdI-G22 TASK/DELIVERY ORDER PROPOSAL REQUIREMENTS

(a) The contractor shall submit proposals for orders in response to written requests issued by the Contracting Officer. Proposals shall be provided within five (5) working days after receipt of the request. The request will identify the projected order type and period of performance. For term-type orders, the Government's estimate of the labor mix and level-of-effort will be provided as well as the estimate for direct travel and materials. A copy of the Statement of Work with deliverable requirements will also be provided.

(b) Proposals shall contain, as a minimum, the following information. This requirement applies equally to the level of detail required from the prime contractor and, if applicable, each proposed subcontractor. Additional information, unique to the order will be specified in the request. This may include a requirement for a brief statement of technical approach and schedule for completion type orders.

(1) Proposed direct labor to include contract and contractor labor category, proposed direct hours (separately identified as regular and UT, if applicable), proposed hourly rate (undecrement and decremented), and extended direct labor dollars for each individual. If new personnel are proposed to be added, resumes in the format provided in Section H shall be included. Vacancies shall be described in terms of projected availability date. For term orders, any variances from the Government estimate shall be addressed and justified.

(2) Other direct costs – For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, a description and associated dollars for each ODC item shall be provided. In addition, provide the rationale for the amount proposed.

(3) Travel – For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, identify the point of origin and destination, length of trip (including transit time), number of travelers, and number of trips. Costs shall be broken down into transportation, per diem, rental car, personal mileage, etc., with a total provided for each trip.

(4) Indirects – Provide rates and associated dollars for each proposed indirect pool (i.e, fringe, overhead, G&A, material handling, etc.,)

(5) Include planned expenditure charts showing projected labor-hour and dollar expenditures on a monthly basis.

(c) The contractor shall deliver to the Government all order proposals via electronic (Internet) transmission to the maximum extent practicable. Although not bearing original signatures, the Government will consider all such deliveries to carry the same force and effect as if submitted in hard copy and bearing original signatures of the contractor.

(d) The contractor shall provide a copy of each order's proposal directly to the COR at the same time the proposal is submitted to the Contracting Officer.

DdI-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCCD when NSWCCD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

DdI-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at [*]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

[*] -- to be specified at contract award]

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original to the auditor at the following address:

**DCAA/MABO
P.O. Box 891
Arnold, Maryland 21012-0891**

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the COR/Delois E. Clarke/J17; the Contract Specialist/Kevin M. Quinn/XDS13-7 at the respective addresses shown in Clause Ddl-G10. Following verification, the auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

 X is required only with the final invoice.

_____ is not required.

(f) A Certificate of Performance

_____ shall be provided with each invoice submittal.

 X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

Section H - Special Contract Requirements

MANDATORY REQUIREMENTS

The following is a mandatory requirement that must be met for an offeror to be considered eligible for the award and must be maintained throughout the life of the contract. Any offeror not meeting this mandatory requirement (shall have an acceptable plan for meeting the requirement by contract award). All personnel performing classified tasks under this contract shall possess, at a minimum, a DoD Industrial Security Clearance of at least SECRET for all personnel assigned to perform work at NSWC, Dahlgren Division.

CLAUSES INCORPORATED BY FULL TEXT

DdI-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

CLAUSES INCORPORATED BY FULL TEXT

DdI-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

DdI-H12 KEY PERSONNEL – POST AWARD ADMINISTRATION

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

DdI-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist at kevin.m.quinn2@navy.mil and the Contracting Officer's Representative (COR) at delois.clarke@navy.mil. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

DdI-H14 KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires Key Personnel with the following qualifications:

Experience – The desired specific experience for each position is listed below. The experience should be directly related to tasks and technology areas listed in the Statement of Work. In addition, general experience in engineering or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives or the statement of work is a plus and will be favorably considered in mitigating risk for an individual lacking the desired specific experience.

Following are the labor categories and minimum qualifications for Key Personnel. Resumes are required.

SENIOR PROGRAM MANAGER – Ten (10) years full-time professional experience in managing programs of similar scope and complexity as those noted in the Statement of Work. **Functional Responsibilities:** Works under general supervision; assists senior personnel in assigned duties. May work independently on routine tasks.

PROGRAM MANAGER – Five (5) years of experience providing management and technical direction to multiple complex projects to project personnel. Has exercised independent judgment and possesses a high level of analytical skill in solving complex and unusual technical, administrative and managerial problems. **Functional Responsibilities:** Under limited supervision, responsible for all aspects of performance (i.e., technical, contractual, administrative, financial). Consults with the customer to ensure conformity to contractual obligations, establishes and maintains technical and financial reports to show progress of projects to management and customers, organizes and assigns responsibilities to subordinates, oversees the successful completion of all assigned tasks, and assumes the initiative and provides support to marketing personnel in identifying and acquiring potential business. Provides overall direction of program activities.

SENIOR SOFTWARE ENGINEER – Ten (10) years of professional experience in the area of RF systems, specifically Electronic Support (ES), with specialization working knowledge of related activities. **Functional Responsibilities:** Apply high degree of investigative/creative ability to identify and solve complex problems. Submit technical reports. Make decisions that affect several teams and influence a function. Assure technical, project schedules, quality, and cost objectives are met. Contribute to the development of new concepts and improves existing techniques. Serve as project leader; provides technical guidance to team; responsible for end results. Present status and technical alternatives. Abilities needed include skills in audio, IF, Video, and RF subsystems, testing, design, and troubleshooting. Regular external contacts to exchange information/resolve problems.

SOFTWARE ENGINEER – Five (5) years full-time professional experience, one year of which must have been in support of a major shipboard system. **Functional Responsibilities:** Works under the general direction of a program manager and senior software engineer.

SENIOR HARDWARE ENGINEER – Ten (10) years experience in engineering, sciences or related fields. Requires knowledge of engineering and systems equipment. Is capable of working with a variety of engineering and/or scientific descriptions and formulas. **Functional Responsibilities:** Supports the senior systems engineer and is responsible for the systems definition design of the facilities. Performs the detailed development, investigation and assessments related to the system analysis and requirements and testing. Performs analysis of hardware specifications of complex systems to develop detailed plans; performs feasibility studies and analysis of problems for development of laboratory systems; provides internal interface descriptions of the system; and participates in requirements planning. Applies systems engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate systems; reviews and prepares system engineering and technical analyses, reports, change proposals, and other technical documentation; applies system engineering experience to perform functions such as system integration, configuration management, quality assurance testing, communications, or acquisition and resource management; analyzes, designs, develops, implements, tests, or evaluates software related to engineering or functional requirements of systems and associated support systems.

SENIOR SIGNIT SYSTEMS ENGINEER – Ten (10) years of professional experience in area of SIGNIT systems specialization and working knowledge of related activities. **Functional Responsibilities:** Apply high degree of investigative/creative ability to identify and solve complex problems. Develop SIGNIT systems requirements, analyze systems designs and develop system test criteria. Submit technical reports. Make decisions that improve overall system performance. Assure technical reports, project schedules, quality, and cost objectives are met. Contribute to the development of new concepts and improve existing techniques. Serve as project leader; provide technical guidance to team, and responsible for end results. Present status and technical alternatives. Regular external contacts to exchange information/resolve problems. Requires specific RF experience in tuner/receiver development and SIGNIT subsystem development.

PRODUCTION ENGINEER – Seven (7) years of professional experience in the design, development, production, or testing of electronic, electro-mechanical, and/or hydro-electronic equipment. **Functional Responsibilities:** Works under general supervision; assists senior personnel in assigned duties.

SENIOR SYSTEM ENGINEERING – Ten (10) years full-time professional experience in systems engineering. Two of these years must have been full-time experience in at least one major shipboard, non-propulsion electronic subsystem at the system level in any of the following areas: requirements definition, system design parameters, concepts operation, risk assessment, producibility studies/analyses, performance analyses, test & evaluation, post delivery support. **Functional Responsibilities:** Works under the general direction of a program manager. Directs the efforts of junior personnel.

SYSTEMS ENGINEER – Five (5) years full-time professional experience in systems engineering. Two of these years must have been full-time experience in at least one major shipboard, non-propulsion electronic subsystem at the system level in any of the following areas: requirements definition, system design parameters, concepts operation, risk assessment, producibility studies/analyses, performance analyses, test & evaluation, post delivery

support. **Functional Responsibilities:** Works under the general direction of a program manager. Directs the efforts of junior personnel.

SENIOR ENGINEERING TECHNICIAN – Fifteen (15) years full-time professional experience in providing technical support related to the design, development, production, or testing of electronic systems. This must include ten (10) years full-time hands-on experience in installation, troubleshooting, repairing and/or testing of any one major shipboard system/equipment. The requirement for full-time experience precludes concurrent experience on more than one system/equipment unless they are all equivalent in complexity and maintenance philosophy.

Functional Responsibilities: Works under direction of the Program Manager. Directs the efforts of a team or section of junior personnel. Performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope, or a portion of a larger and more diverse project. Selects and adapts plans, techniques, designs, or layouts. Resolves problems and coordinates work, reviews, analyzes and integrates the technical work of others. May train and be assisted by lower level technicians. Performs at this level one or a combination of such typical duties as: 1) designs, develops and constructs major units, devices, or equipment; conducts tests or experiments; analyzes results and redesigns or modifies equipment to improve performance; and reports results.

TECHNICIAN – Three (3) years experience providing semiprofessional technical support for engineers working in such areas as research, design, development, testing, or manufacturing process improvement. Required to have some practical knowledge of science, engineering, mathematics, or computer science. **Functional Responsibilities:** Performs non-routine assignments of substantial variety and complexity, using operational precedents, which are not fully applicable. Develops or reviews designs by extracting and analyzing a variety of engineering data. Applies conventional engineering practices to develop, prepare, or recommend schematics, designs, specifications, electrical drawings and parts lists. Constructs experimental or prototype models. Conducts tests or experiments requiring selection and adaptation or modification of a wide variety of critical test equipment and test procedures; sets up and operates equipment; records, analyzes and evaluates data, measures and records problems, and prepares test reports.

DdI-H15 NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS

The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below by labor category. All Non-Key resumes must be approved by the Contracting Officer's Representative (COR) prior to the person being direct charged to the contract.

TECHNICAL WRITER/EDITOR - Zero (0) to three (3) years of general work experience performing technical writing and editing functions. **Functional Responsibilities:** Develops drafts, revises and edits reports, articles, manuals, specifications, presentation materials, and other technical documents. Interprets information obtained through research or provided by technical specialists; applies knowledge of field-specific documentation content and format standards to prepare, edit, and publish technical materials.

GENERAL CLERK – Uses some subject matter knowledge and judgement to complete assignments consisting of numerous steps that vary in nature and sequence. Selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records; verifying statistical reports for accuracy and completeness. May also direct lower level clerks. Positions above level IV are excluded.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for [*] The following details funding to date:

Total				
Contract	Funds This	Previous	Funds	Balance
CPFF	Action	Funding	Available	Unfunded

(TO BE INCLUDED IN INDIVIDUAL TASK/DELIVERY ORDERS.)

* if LOE enter the number of hours; if completion or supply enter items and quantities.

Ddl-H43 REQUIRED INSURANCE

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be _____ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately _ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee } \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

ALLOTMENT OF FUNDS (MAY 1993)

This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

(TO BE INCLUDED IN APPLICABLE TASK/DELIVERY ORDERS)

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

QUALITY ASSURANCE SURVEILLANCE PLAN

The contractor's performance under performance based Level of Effort Delivery/Task Orders will be evaluated against the Contractor Performance Assessment Reporting System (CPARS) criteria outlined below.

- 1.0 Contractor performance will be assessed on a continuing basis throughout the period of performance based on review of deliverables (technical and management), technical meetings, formal In-Process Reviews, and general contacts with the contractor.
- 2.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.
- 3.0 Definitions
 - 3.1 Quality of Product or Service - Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy and completeness of reports/data delivered; (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; and (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective.
 - 3.2 Schedule - Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions.
 - 3.3 Cost Control - Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.
 - 3.4 Business Relations - Addresses the responsiveness of the contractor's upper-level management to Government concerns and needs, the effectiveness of the contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.
 - 3.5 Management of Key Personnel - Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.
- 4.0 Evaluation Process
 - 4.1 Within twenty (20) days after the end of the period of performance, the Contractor will provide by Delivery/Task Order a report that outlines, at a minimum:
 - a. Status of Tasking
 - (1) Performance Requirements for the Reporting Period and status of those requirements;

- (2) Problem Areas encountered and appropriate resolution;
- (3) Level of Effort (if applicable) - an assessment of actual labor hours/labor mix compared to labor hours/labor mix negotiated at the Order level;
- (4) Other Relevant Issues:
 - (a) Delivery Requirements and Status;
 - (b) Key Personnel Requirements and Status;
 - (c) Cost Control;
 - (d) Business Relations; and
 - (e) Any other detail necessary to adequately assess performance for the period of performance.
- b. The COR will provide these reports to the reporting Technical Assistants for review. Input from Technical Assistants will be shared with the contractor to the extent required to resolve any outstanding issues.
- c. Annually the COR will provide CPARS assessment by Delivery/Task Order based upon the criteria outlined above. For ratings (individual or combined) below Satisfactory, the Contractor will be required to provide a mitigation plan to resolve the issues identified. In the absence of an adequate mitigation plan or in the case of a continued substandard performance (two or more reporting periods), the Government will have the unilateral option of:
 - (1) Reducing the fee based upon the following schedule:
 - (a) Rating of Marginal - 75% reduction in earned fee; on applicable order(s)
 - (b) Rating of Unsatisfactory - 100% reduction in earned fee; and/or
 - (c) Reducing the period of performance of the order to reflect either a reduction in scope and/or a discontinuation of the order (Termination for Default).

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-20 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate II	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999

52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-6	Royalty Information	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-13	Patent Rights--Acquisition By The Government	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988

252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7004	Material Management And Accounting System	DEC 2000
252.242-7006	Cost/Schedule Status Reports Plans	MAR 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

<http://farsite.hill.af.mil>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – Value Engineering Guide

Attachment J.2 – Contract Data Requirements List, DD1423

Attachment J.3 – Contract Security Classification Specification, DD254

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2000
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (insert NAICS code).

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: _____

Email: _____

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE II (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Indefinite Delivery/Indefinite Quantity Type Contract with a Cost-Plus-Fixed-Fee (Term) pricing arrangement contract** resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Janice S. Williams, Code XDS13-15, Naval Surface Warfare Center, Dahlgren Division, 17320 Dahlgren Road, Dahlgren, VA 22448-5100.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<http://www.acqnet.gov>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DdI-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section L, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) TECHNICAL PROPOSAL

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

(3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

(4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

(6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	1
Volume II, Technical Proposal	1	3
Volume III, Cost or Price Proposal	1	3

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

Ddl-L25 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – TECHNICAL AND MANAGEMENT UNDERSTANDING/CAPABILITY

(a) Offerors shall demonstrate their Technical and Management understanding and capability for this requirement. Offerors must clearly demonstrate an understanding of Navy policies and procedures and all requirements covered in the RFP. The proposal must be specific, detailed, and complete. The offeror shall clearly demonstrate that he has a thorough comprehension of the Navy's requirement, has the technical capability and competence to fully perform the requirements described in the statement of work, and has the management resources and expertise to successfully carry out a contract of this type. Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the offeror.

(b) The overall quality of the proposal will be evaluated in the context of being representative of the offeror's capabilities. Superfluous material or material which is not directly related to this acquisition should not be presented. The presentation must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

(c) **Organization and Minimum Content of the Proposal** – In order to facilitate evaluation, it is desired that the proposal be structured into two primary components: Technical and Management:

(1) **Technical Understanding/Approach/Capability** – The offeror shall demonstrate his understanding of the requirements for and technical capability to accomplish taskings under the Statement of Work by providing his approach to the following: For each system; Wolverine, Badger, Ariel, Blackbeard, (AN/URL-21(V)2) and ISCRS, discuss in detail the following topic areas:

- (i) **Immediate Upgrades**
 - a. Hardware
 - b. Schedule
 - c. Software
 - d. Schedule
- (ii) **Interim Logistics**
 - a. Hardware Obsolescence
 - b. Software Patches/Updates
 - c. Existing Cards (methods for maintaining system now)
 - d. Existing Hardware Purchases or Upgrades (methods for maintaining system now)
- (iii) **Roadmap – future (how will system evolve over the next 5 years?)**
 - a. Hardware Obsolescence/Replacements
 - b. Schedule
 - c. Capabilities
 - d. Software Upgrades
 - e. Schedule
 - f. Capabilities
 - g. System Integration Plans
 - h. Use of Accepted Data Storage Formats
 - i. Consistent Interfaces (Ethernet)
 - j. Data Archiving (how will this be done?)
- (iv) **Constraints and Limitations**

The above areas of understanding are to be demonstrated in as much depth, breadth and generality as possible.

(2) **Management** – The offeror shall demonstrate their management approach/capability by presenting a Management Approach which shall include as a minimum, the following:

(i) A description of the management and administrative organization available or to be established for the supervision and assurance of expeditious and economical performance of the services required, including a sample work structure chart by job classification and code. Include an organization chart which shows the planned location of this work effort within the offeror's organization and the relationship to and location of the organizational unit responsible for contract/delivery order negotiation and administration.

(ii) Description of the Program Manager's authority and responsibilities.

(iii) Understanding of the progress reporting, invoicing, and delivery order proposal requirements of the solicitation including the ability to comply with the requirements. Specifically address the requirements to invoice at the subline item and ACRN level where multiple accounting classification citations have been provided.

(iv) Internal Control/QA Process – Provide a detailed description of the internal control processes to ensure the quality and timeliness of all services performed as well as CDRL items delivered.

(v) Transition Plan – Of specific interest are the areas of personnel and work product quality. Offerors should address their overall transition schedule; how their technical and contract administration interface with NSWCD will be established; how they will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the program's current operation; and what services, support, or other items will be required from the Government to facilitate the transition. Discuss the amount of time required from notification of contract award to establish a capability of assuming complete responsibility for furnishing all services to be accomplished under the proposed contract.

(vi) Subcontractor Control – If direct subcontracting is proposed, offerors shall address their policies and practices regarding the overall management of efforts performed by subcontractors. Of specific interest are the procedures to be followed in identifying specific work areas to be subcontracted and the length of time at the delivery order level to initiate subcontractor performance. Also of interest are the offeror's procedures for ensuring the quality of services performed and deliverables provided by subcontractors.

Ddl-L26 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – PERSONNEL, PAST PERFORMANCE, AND MANDATORY REQUIREMENTS

REQUIREMENTS FOR WRITTEN PROPOSAL

The offeror's written technical proposal should address the Personnel factor and Past Performance as follows:

Key Personnel – To perform the requirements in the Statement of Work, the Government desires personnel with the appropriate experience working on Wolverine, Badger, Ariel, Blackbeard, AN/URL-21(V)2 and ISCRS systems and professional development qualifications. A description of the desired requirements for each of the labor categories is specified in section H of the solicitation, PERSONNEL REQUIREMENTS, MINIMUM REQUIREMENTS.

Resumes – Resumes shall be provided for all individuals proposed under this contract. Resumes are not required for Non-Key Personnel. The resumes provided shall as a minimum be sufficient to provide the required number of people for the initial year of contract coverage. If the offeror's labor categories differ in name from those listed in section H-14, the offeror is required to provide a cross reference identifying how his categories correspond to the Government categories.

Labor Categories	# Resumes
Senior Program Manager	1
Program Manager	1
Senior System Engineer	1
System Engineer	1
Production Engineer	1
Senior Software Engineer	1
Software Engineer	1
Senior Hardware Engineer	1
Senior SIGNIT Systems Engineer	1
Senior Engineering Technician	1
Technician	1

Standard Resume Format and Content – All resumes submitted under this contract shall be provided in the following format. The cutoff for experience claimed shall be the closing date of the solicitation. Each resume shall be no more than 3 pages in length.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY/CONTRACTOR LABOR CATEGORY
- (c) PERCENTAGE OF TIME TO BE ALLOCATED TO THIS EFFORT
- (d) SECURITY CLEARANCE LEVEL
- (e) CURRENT WORK LOCATION AND PLANNED WORK LOCATION UPON -AWARD OF THIS CONTRACT. (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed).
- (f) CHRONOLOGICAL WORK HISTORY/EXPERIENCE – Show experience and date(s) as follows:

Name of Employer: Dates (month/year); Title(s) held

Work experience shall be presented in separate paragraphs for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience) If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment. Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels. Specific examples of work assignments, accomplishments and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's requirements. This will impact the evaluation result for the Key Personnel factor and may also impact the evaluation result for the Technical Understanding and Approach factor.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance at the level of detail proscribed above. Military experience not documented in this manner may not be considered.

Gaps in experience shall be avoided to avoid confusion.

The cut-off date for any experience claimed shall be the closing date of the solicitation.

- (g) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's ability to perform the contract. The following format is preferred for educational credentials:

Degree(s); Date(s); Institution; Major/Minor

- (h) CERTIFICATION – A certification of correctness of information signed and dated by both the person named and the offeror. The employee certification shall include the following statement:

CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation N00178-06-R-3017 by (insert company name) and intend to make myself available under any resultant contract to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not be dated earlier than the issue date of this solicitation.

If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

PAST PERFORMANCE: The offeror shall provide at least three past performance references that reflect recent relevant experience performed within the last five years that demonstrate the ability to handle the scope and breadth of the SOW for this order. Include contract/task order number, contract type, program name, total contract cost, short description of work performed, how the work is relevant to this effort, and names and valid telephone numbers and e-mails for the Procuring Contract Officer (PCO), Contracting Officer's Representative (COR), and Program Manager. The Government may also use other information such as Award Fee data, and CPARS/PPAIS data available from Government sources to evaluate an offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror. If subcontracting is proposed for subject order, past performance references where the offeror has served as a prime contractor with subcontractors would be of interest.

SUBCONTRACTING/TEAMING/CONSULTING AGREEMENTS: A copy of subcontracting/teaming/consulting agreements proposed to fulfill any direct-charged part of the order shall be provided. Agreements shall be signed by both the offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted by SOW paragraph, the projected labor categories (key/non-key/support) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors/team members/consultants who are priced in the Cost Proposal.

RISK IDENTIFICATION AND MITIGATION: It is the Government's intent to assess performance risk for each factor and subfactor. Offerors shall specifically identify area(s) within their technical proposal where risk is present and identify what steps they will take to mitigate this risk to ensure fully successful performance.

Ddl-L27 ESTIMATED LEVEL OF EFFORT

(a) It is estimated that the following technical effort will be required by the contractor for performance of the work specified in the Statement of Work.

LABOR CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Sr. Hardware Engineer	2	2	2	2	2	10
Senior Program Manager	0.12	0.12	0.12	0.12	0.12	0.6
Program Manager	0.2	0.2	0.2	0.2	0.2	1.0
Senior Systems Engineer	0.5	0.5	0.5	0.5	0.5	2.5
Systems Engineer	0.5	0.5	0.5	0.5	0.5	2.5
Production Engineer	0.1	0.1	0.1	0.1	0.1	0.5
Sr Software Engineer	2	2	2	2	2	10
Software Engineer	1.0	1.0	1.0	1.0	1.0	5.0
Sr SIGNIT Engineer	0.5	0.5	0.5	0.5	0.5	2.5
Senior Engineering Technician	1.0	1.0	1.0	1.0	1.0	5.0
Technician	0.12	0.12	0.12	0.12	0.12	0.6

Technical Writer	0.12	0.12	0.12	0.12	0.12	0.6
General Clerk	0.3	0.3	0.3	0.3	0.3	1.5
TOTAL LABOR YEARS	8.46	8.46	8.46	8.46	8.46	42.3

(b) This estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed to level of effort will be specified in the award document, in accordance with the Section H, "Level of Effort" clause.

(c) The Government's estimate of effort is based on workyears rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one offeror's workyear of effort may equate to 1800 hours and another offeror's workyear may be 1900. Proposed hours shall be identified as either compensated or uncompensated, if applicable. A minimum of 1775 compensated hours per workyear is required. The basis for the number of hours used as well as the mix (i.e., compensated/uncompensated) must be provided in the cost proposal. This data must be verifiable either with DCAA or through the analysis of supplemental statistical data which shall be included in the cost proposal.

Note 1: The total contract labor years identified above for pricing purposes refers to Key technical labor categories only. Corporate and other local-level management, general support to include administrative/clerical, and contract business management/administration is considered to be overhead in nature. The offeror is, however, permitted to propose such effort as a direct charge if it is in accordance with his standard DCAA-approved practice to do so. Such hours SHALL BE ADDED to the total number of technical hours proposed. The offeror shall clearly state what additional functions are to be direct charged including word processing, reproduction, library, contract administration (to include support for progress report preparation and invoicing), contract quality assurance, CDRL review and approval, etc. The additional hours/amounts proposed for each of these functions shall be fully explained and justified. Offerors are cautioned to submit realistic estimates in this area because the ration of these hours to technical hours will be used as a guideline in the evaluation of the reasonableness of actual costs incurred under this order.

Ddl-L33 COST PROPOSALS – SPECIFIC INSTRUCTIONS – COST REIMBURSEMENT CONTRACTS

The following instructions apply to the preparation of your Cost Proposal. The instructions herein apply equally to the prime contractor and to any consultants and/or subcontractors.

(a) Overall Project

- (1) Resumes are required for all proposed professional staff, including consultants and subcontractors. Note that these individuals will be identified as Key Personnel in the contract and must be the individuals who perform the work.
- (2) Identify your cognizant DCAA and ACO (DCMC) offices. Provide the name of a point of contact for each and provide current phone numbers.
- (3) Your accounting system must be approved by DCAA for cost type contracts. Please indicate whether or not your accounting system has been approved. If it has not, contact your cognizant DCAA as soon as possible to arrange for this review; this can add as much as 8-12 weeks to the contract award process.
- (4) Identify your fiscal year if other than the calendar year.

(5) Where copies of documents/data are requested in the following instructions, they should be submitted with the hard (paper) copies of the proposal submission.

(b) Direct Labor

(1) Provide a table which identifies all proposed hours by proposed task/subtask and contract period (base period and option periods, if applicable). These hours should be identified by labor category and individual (provide names). Separately identify hours to be provided by consultants or subcontractors. This information will facilitate our evaluation of the proposed hours and labor mix for the proposed effort.

(2) Provide copies of current payroll records to support proposed base hourly rates. In the case of a contingent hire, provide a copy of an accepted offer letter that identifies the agreed-to salary amount. Identify the labor escalation rate, if applicable, used for pricing purposes and rationale supporting the use of that rate.

(3) If you are proposing "TBD" or vacant positions, please provide written rationale for proposed hourly rates.

(c) Other Direct Costs

Offerors shall use the following unburdened amounts (\$K) for travel and hardware.

YEAR	TRAVEL	HARDWARE
Year 1	\$209,945.00	\$320,000.00
Year 2	\$209,945.00	\$320,000.00
Year 3	\$209,945.00	\$320,000.00
Year 4	\$209,945.00	\$320,000.00
Year 5	\$209,945.00	\$320,000.00

(1) Consultants - If you propose to use consultants, provide written communication from each proposed consultant which clearly shows the proposed hourly rate.

(2) Subcontractors – If your proposal includes subcontractors, information regarding proposed subcontract costs is required at the same level of detail as that provided for the prime contractor. Frequently, subcontractors are not willing to provide such detail to a prime contractor. Accordingly, this detail may be submitted directly to the Government or may be submitted to you in a sealed envelope that you forward with your proposal. You should encourage your subcontractors to comply. Their failure to submit all necessary information will delay contract award.

(3) Special Tooling And Test Equipment – If applicable, identify each item proposed and provide rationale for proposed amounts. Provide copies of vendor quotes where applicable. Also include a narrative justification for the item(s). Note that the Government will take title and possession of any item of special tooling or test equipment the cost of which is charged in full (direct charged) to the Government.

(4) Materials/Other Direct Costs – This category covers a variety of items, from reproduction costs to computer time to raw materials needed for the project. If materials/other direct costs are included in your proposal, please identify each type of cost proposed. Provide a narrative justification for the item(s) and the basis for the proposed price. Where applicable, provide copies of vendor quotes.

(5) Other Equipment – Non-consumable assets that do not fall under the definition of special tooling and test equipment that are proposed to be fully charged to the Government are considered to be "facilities". It is preferred that contractors provide all facilities required for contract performance. If you are unable to provide all facilities and include such in your proposal, please provide a justification for each item proposed including its

necessity to the proposed research. As with special tooling and test equipment, note that the Government will take title and possession of any items direct charged to the Government. Note also that fee is not allowed on the cost of facilities.

(6) Travel – If travel is proposed, separately identify each proposed trip in terms of destination, number of travelers, trip duration, and cost (separately show costs for airfare, rental car, per diem, personal mileage, etc).

(d) Indirect Costs

(1) For each separate indirect cost pool reflected in your proposal (e.g., fringe benefits, overhead, G&A, material handling, etc.) clearly identify the rates used for proposal calculation.

(2) If DCAA has approved your indirect rates for bidding purposes (Forward Pricing Rate Agreement), please provide copies of the applicable DCAA correspondence or a copy of the Agreement.

(3) Please provide a complete description of each indirect cost pool and a listing of the types of costs that are charged to each pool. Identify the base to which the indirect cost rate is applied (for example, if the indirect pool is "Labor Overhead" and the indirect rate is applied to total direct labor cost, identify the base for the "Labor Overhead" pool as "Total Direct Labor Cost"). If DCAA has not approved your indirect rates, provide a complete explanation of how the proposed indirect rate was calculated. Indirect rates (and the methodology for computing those rates) that have not been approved by DCAA may require review by DCAA or by the NSWCCD Cost/Price Analyst prior to contract award.

Ddl-L34 COST PROPOSAL – SPECIFIC REQUIREMENTS – CERTIFIED COST OR PRICING DATA

(a) The offeror must submit cost or pricing data, as defined in FAR 15.401, in the format prescribed in FAR Table 15-2, as part of the cost proposal. Prior to award, the accuracy, currency and completeness of such data shall be certified by the offeror using the form set out in FAR 15.406-2.

(b) If the offeror claims an exemption from cost or pricing data requirements, the basis for the exemption as set forth in FAR 15.403-1(b) and (c), must be provided.

(c) Any contractor required to submit and certify cost or pricing data in accordance with (a) above shall also be required to obtain cost or pricing data from his subcontractors under the circumstances set forth in FAR 15.403-4.

(d) Cost or pricing data furnished by a subcontractor or a prospective subcontractor pursuant to FAR 15.403-4 must be submitted to the prime contractor or higher-tier-subcontractor. It is the responsibility of the prime contractor and higher-tier-subcontractor to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review and evaluation to the Government as part of their cost or pricing data submission.

(e) If the offeror proposes facilities capital cost of money as part of his proposed costs, he shall submit a completed DD Form 1861 entitled "Contract Facilities Capital Cost of Money" and Form CASD-CMF "Facilities Capital, Cost of Money Factors Computation." Accompanying the Forms shall be documentation in support of the computations.

Ddl-L36 COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract performance start date of 1 May 2006. This date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing within 2 weeks after the solicitation is issued.

VALUE ENGINEERING GUIDE

Navy Value Engineering Guide for Contractors

1. Introduction.

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

2. Definitions, Policy and Procedures.

a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.

b. Contractors participate in the Navy VE program by two (2) means:

(1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Comply with contract clauses which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.

(2) Agencies shall provide contractors objective and expeditious processing of VECP's.

(3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).

d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction idea are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

3. VE Methodology.

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are :

(1) VE Project Selection - The choice of system, service, hardware, component, requirement, etc., for VE application.

(2) Determination of Function - Analysis and definition of the function of the selected VE project to answer the question, "What does it do?" The function itself may be questioned (i.e., is it necessary?).

(3) Information Gathering - Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

(4) Development of Alternatives - Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?"

(5) Analysis of Alternatives - Through this analysis, it is possible to "weed out" those ideas which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?"

(6) Feasibility Testing and Function Verification - Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?"

(7) Preparation and Submission of Proposals - The final section, documentation and formal VECP preparation of the alternative. The VECP must be prepared and submitted in accordance with the requirements of the contract.

Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS
(figures in percent)

Sharing Agreement

Incentive (Voluntary)		Program Requirement (Mandatory)		
Contract Type	Instant contract rate	Concurrent and future rate	Instant contract rate	Concurrent and future rate
Fixed-price (other than incentive)		50/50	50/50	75/25
Incentive (fixed-price or cost)		*	50/50	75/25
Cost-reimbursement (other than incentive)		75/25	75/25	85/15

*Same sharing arrangements as the contract's profit or fee adjustment formula.

**Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECP savings applies and on future contracts which incorporate the VECP. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings which accrue to the Government as a result of accepting a VECP. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-by-case basis depending on the nature of the VECP and subject to the sharing limits of the above table.

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.

A. Contract Line Item No.		B. Exhibit A		C. Category ADMN			
D. System/Item Wolverine, Badger, Ariel, Blackbeard, AN/URL-21(V)2 and ISCRS		E. Contract / PR No. N00178-06-D-3017		F. Contractor ARGON ST			
1. Data Item No. A001	2. Title of Data Item Conference Report		3. Subtitle Travel/Trip/Technical Assist Report				
4. Authority (Data Acquisition Document No.) DI-ADMN-81308		5. Contract Reference Task Order SOW para. 4.1.1, 4.1.2, 4.1.3 and 4.1.4		6. Requiring Office NSWC Dahlgren VA Code J17			
7. DD 250 Req. LT	9. Dist Statement Required F	10. Frequency See BLOCK 16	12. Date of First Submission See BLOCK 16	14. Distribution			
8. App Code N/A		11. As Of Date 0	13. Date of Subsequent Submission See BLOCK 16	a. Addressee	b. Copies		
					Draft		
					Final		
					Reg		
					Repro		
<p>16. Remarks</p> <p>BLOCK 4: Data Item Descriptions may be found on the World Wide Web at: http://assist.daps.dia.mil/quicksearch/</p> <p>The DID shall be tailored as follows:</p> <p>a. Para. 3.1 – "authorized Government representative(s)" is interpreted to include other contractors.</p> <p>b. Para. 10.1.c – action items, if applicable, are interpreted to be a part of this instruction.</p> <p>BLOCK 9: <u>DISTRIBUTION STATEMENT E</u>: Further dissemination only as directed by NSWC Dahlgren Code J17 on or after date of task order award or higher DoD authority.</p> <p><u>EXPORT CONTROL WARNING</u>: WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.</p> <p>BLOCKS 10, 12 & 13:</p> <p>The data delivery schedule shall be (unless described otherwise in the task order):</p> <p>a. Travel/Trip/Technical Assist reports shall be delivered for every travel/trip performed during the performance of this order.</p> <p>b. Travel / Trip reports shall be delivered within five (5) working days of the end of the travel/trip being reported.</p> <p>c. Technical Assist reports shall be delivered within three (3) working days of the end of the travel/trip being reported.</p> <p>BLOCK 14: The completed report shall be delivered in data files that are compatible with NMCI Microsoft Office applications, unprotected, virus-free, non-proprietary, and free of any conversion requirement. Unclassified reports may be delivered in either format; classified reports must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the report as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by compact disc (CD) in an appropriate Microsoft application containing a letter of transmittal and the report as an attached document. When using the second method, each recipient of the distribution shall receive his/her own CD.</p>				NSWCDD Code J17 (TA)	1	1	1
				NSWCDD Code J17 (PL)	1	1	1
				NSWCDD Code XDS13-7	1	1	1
				CDSADN (Code F11)	1	1	1
15. TOTAL →				3	3	3	
G. Prepared by Delois Clarke, Code J17		H. Date 20060131		I. Approved by			
				J. Date			

Form Approved
OMB No. 0704-0188

(1 Data Item)

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.

A. Contract Line Item No.	B. Exhibit A	C. Category TDP _____ TM _____ OTHER X		
D. System / Item Wolverine, Badger, Ariel, Blackbeard AN/URL-21(V)2 and ISCRS	E. Contract / PR No. N00178-06-D-3017	F. Contractor ARGON ST		
1. Data Item No. A002	2. Title of Data Item STATUS REPORT	3. Subtitle FINAL REPORT (END OF TASK)		
4. Authority (Data Acquisition Document No.) DI-MGMT-80368	5. Contract Reference SOW PARA. 5.1	6. Requiring Office NSWC Dahlgren VA Code J17		
7. DD 250 Req. LT	9. Dist Statement Required D	10. Frequency 1TIME	12. Date of First Submission SEE BLOCK 16	14. Distribution
8. App Code N/A	11. As Of Date 0	13. Date of Subsequent Submission	a. Addressee	
			Draft Final Reg Repro	
16. Remarks			NSWCDD CODE J17 (TA) 0 0 1	
BLOCK 4: This report shall include – - A compilation of all previous interim progress reports (status, management, funds, and man hours). - A statement that all deliverables have been made. - A statement describing the disposition of all GFP/CAP. Data Item Descriptions may be found on the World Wide Web at: http://assist.daps.dla.mil/quicksearch/			NSWCDD CODE XDS13-7 0 0 1	
BLOCK 9: DISTRIBUTION STATEMENT D: Distribution authorized to the Department of Defense and U.S. DoD contractors only due to protecting technical, operational, or operational use information from automatic dissemination under the International Exchange Program or by other means as determined on or after date of order award. Other requests for this document shall be referred to NSWC Dahlgren Code J17. EXPORT CONTROL WARNING: WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.			CDSADN (Code F11) 1 1 1	
BLOCK 12: Due 20 working days after completion date of the order, not after final closeout or billing.				
BLOCK 14: The completed report shall be delivered in an electronic format. Unclassified reports may be delivered in either format; classified reports must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the report as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette or compact disc in an appropriate Microsoft application containing a letter of transmittal and the report as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette or CD. Each report shall address all elements - where an element is not applicable, the report shall so state. Content of the report shall also reflect the effort of all subcontractors.				
G. Prepared by Delois Clarke, Code J17	H. Date 20060131	I. Approved by	J. Date	

Form Approved
OMB No. 0704-0188

OMB No. 0704-0188

A. Contract Line Item No.	B. Exhibit A	C. Category TDP _____ TM _____ OTHER <u>X</u>
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1. Data Item No. A004	2. Title of Data Item CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT	3. Subtitle INTERIM PROGRESS REPORT (TECHNICAL)
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7. DD 250 Req. LT	9. Dist Statement Required	10. Frequency SEE BLOCK 16	12. Date of First Submission 10DARP	14. Distribution	
				a. Addressee	b. Copies

16. Remarks	NSWCDD CODEJ17 (TA)	0	0	1
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BLOCK 4:	Data Item Descriptions may be found on the World Wide Web at: http://assist.daps.dla.mil/quicksearch/			

EXPORT CONTROL WARNING: WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22 U.S.C. Sec 2751 et seq.) or the

BLOCK 10:	The status portion of this report shall be delivered every two weeks; the financial portion shall be delivered monthly in coincidence with the Contractor's fiscal month and the invoiced period				
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[illegible]

BLOCK 12:	Days after reporting period (10DARF), in this case, shall mean working days.			
BLOCK 14:	The completed report shall be delivered in an electronic format. Unclassified reports may be			

<p>delivered in either format; classified reports must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the report as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette or compact disc in an appropriate Microsoft application containing a letter of transmittal and the report as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette or CD.</p>							
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Each report shall address all elements - where an element is not applicable, the report shall so state.				
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Content of the report shall also reflect the effort of all subcontractors.			

Content and format of the data shall be a collaborative effort between NSW and the Contractor.				

[illegible][illegible][illegible]

				15. TOTAL \rightarrow	0	0	2
G. Prepared by:		H. Date:	I. Approved by:		J. Date:		

G. Prepared by DeLois Clarke, Code J17	H. Date 20060131	I. Approved by	J. Date
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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)</i> <div style="font-size: 2em; margin-top: 10px;">027/05</div>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED: SECRET b. LEVEL OF SAFEGUARDING REQUIRED: SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable) a. PRIME CONTRACT NUMBER b. SUBCONTRACT NUMBER c. SOLICITATION OR OTHER NUMBER Due Date (YYYYMMDD)			3. THIS SPECIFICATION IS: (X and complete as applicable) a. ORIGINAL <i>(Complete date in all cases)</i> Date (YYYYMMDD) X b. REVISED <i>(Supersedes all previous specs)</i> Revision No. Date (YYYYMMDD) c. FINAL <i>(Complete item 5 in all cases)</i> Date (YYYYMMDD)		
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO, If yes, complete the following Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract					
5. IS THIS A FINAL DD FORM 254 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO, If yes, complete the following: In response to the contractors request dated _____, retention of the identified classified material is authorized for a period of: _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i> a. NAME, ADDRESS, AND ZIP ARGONST 8419 TERMINAL ROAD P.O. BOX 1430 NEWINGTON, VA 22122-1430					
		b. CAGE CODE 50406		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DEFENSE SECURITY SERVICE INDUSTRIAL SECURITY FIELD OFFICE (S51KS2) 223 23 RD ST, 11 TH FLOOR ARLINGTON VA 22202	
7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP <div style="text-align: center; font-weight: bold; margin-top: 10px;">THIS DD 254 IS A GUIDE FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON AWARD OF CONTRACT.</div>					
		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
8. ACTUAL PERFORMANCE a. LOCATION b. CAGE CODE c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>					
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT To provide technical RDT&E engineering support for the Scout Master Program.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY	YES	NO
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FORMERLY RESTRICTED DATA	X		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI	X		g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION	X		i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (specify)		
k. OTHER (specify)			SEE BLOCK 13 REMARKS		

DD Form 254, DEC 99

Previous editions are obsolete

Attachment J.3 - Contract Security Classification Specification, DD254

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ DIRECT ☒ THROUGH (Specify)

COMMANDER, DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER
CODE J17 AND C6
DAHLGREN, VIRGINIA 22448-5100

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

The contractor shall be required to review classified documents and produce/review classified computer programs and supporting documentation. General software may be classified.

Classification guidance for specific items of information is govern by OPNAVINST 5513.8B (Enclosure 38) revised 05 June 91. OPNAVINST 5513.1E will be used for interpretation of the OPNAV series. Detailed information as to classification level of specific items of information shall be obtained from the program manager on as-needed basis.

The required security level for the majority of the assigned personnel will be SECRET.

SEE ATTACHED SHEETS.

Delois E. Clarke, Code J17, (540) 653-5376
Program Analyst
Contracting Officer's Representative

Estimated Expiration Date: 30 Sept 2010

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. ☐ YES ☒ NO
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is required.)

15. INSPECTIONS. ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if more space is needed.) ☐ YES ☒ NO

16. CLASSIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL
BRENDA F. BENNETT

b. TITLE
Contracting Officer's Security Representative

c. TELEPHONE (Include Area Code)
(540) 653- 3682

d. ADDRESS (Include Zip Code)

COMMANDER, DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER, CODE XDC94
DAHLGREN, VA 22448-5100

17. REQUIRED DISTRIBUTION
SMDC-IN-S

☒ a. CONTRACTOR
☐ b. SUBCONTRACTOR
☒ c. COGNIZANT SECURITY OFFICE FOR PRIME & SUBCONTRACTOR
☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
☒ e. ADMINISTRATIVE CONTRACTING OFFICER
☒ f. OTHERS AS NECESSARY

e. SIGNATURE

Brenda J. Bennett 10/28/05

ITEM 13 Continuation

Any material produced under the terms of this contract will be classified directly from the source document(s) from which it was obtained. It will be marked with the most restrictive downgrading/declassification statement contained in such documents.

All technical data provided to the contractor by the government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the contracting office. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information as to preclude access by any person or entity not authorized such access by the government.

Due to the sensitivity of this program, no classified material received or generated under this contract will be transferred to any other contractor or agency without the approval of the Contracting Officer or Contracting Officer's Representative (COR). For intelligence data reports see the intelligence supplement.

Information on this contract is not releasable to personnel possessing reciprocal clearances without the written approval of NSWCDD.

All classified visit requests for activities other than Intelligence Community (IC) activities (i.e. DOD or national intelligence agencies) shall have "NEED TO KNOW" certified by the individual assisting the Contracting Officer (person located in Code J17 of NSWCDD). Requests for all visits to IC activities shall have "NEED TO KNOW" certified by the NSWCDD Senior Intelligence Office (SIO). All requests shall contain the information required by Chapter 6, NISPOM. The time limit on all certifications shall not exceed the contract expiration date. Certifications to IC activities shall be on a case-by-case basis. All classified visit requests for the Dahlgren Division, Naval Surface Warfare Center should be forwarded to the Visitor Control Office no later than five (5) working days prior to the intended visit.

CONTINUATION SHEET - DD FORM 254

All reports containing scientific/technical information (both classified and unclassified) will be marked on both the cover and title page with the following distribution statement: (For Intelligence Data - See Statement Below)*:

"Distribution authorized to U.S. GOVERNMENT AGENCIES ONLY; TEST AND EVALUATION"; (Date statement applied). Other requests for this document must be referred to Commander, Dahlgren Division, Naval Surface Warfare Center, Code J17, Dahlgren, VA 22448-5100.

*Intelligence data reports - distribution statement as follows:
"FURTHER DISSEMINATION ONLY AS DIRECTED BY COMMANDER, DAHLGREN DIVISION, NAVAL SURFACE WARFARE CENTER (CODE T53), DAHLGREN, VA 22448-5100 (DATE APPLIED) OR THE OFFICE OF NAVAL INTELLIGENCE (ONI-52)",

All technical data provided to the contractor by the government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information as to preclude access by any person or entity not authorized such access by the government.

Due to the sensitivity of this program, no classified material received or generated under this contract will be transferred to any other contractor or agency without the approval of the Contracting Officer or Contracting Officer's Representative (COR). For intelligence data reports see the intelligence supplement.

Information on this contract is not releasable to personnel possessing reciprocal clearances without the written approval of NSWCDD. For intelligence data reports see the intelligence supplement.

CONTINUATION SHEET - DD FORM 254

All classified visit requests for activities other than Intelligence Community (IC) activities (i.e. DOD or national intelligence agencies) shall have "NEED-TO-KNOW" certified by the individual identified in Item 13.. Visit requests for subcontractors to activities other than IC activities will have "NEED-TO-KNOW" certified by the prime contractor. Requests for all visits to IC activities shall have "NEED-TO-KNOW" certified by the NSWCDD Senior Intelligence Officer (SIO). All requests shall contain the information required by Chapter 6, NISPOM. The time limit on all certifications shall not exceed the contract expiration date. Certifications to IC activities shall be on a case-by-case basis.

All classified visit requests for the Dahlgren Division, Naval Surface Warfare Center should be forwarded to the Visitor Control Office no later than five (5) working days prior to intended visit.

Any material produced under the terms of this contract will be classified directly from the source document(s) from which it was obtained. It will be marked with the most restrictive downgrading/declassification statement contained in such documents.

INTELLIGENCE INFORMATION

Intelligence information required in connection with performance shall be acquired under the direction of the Dahlgren Division, Naval Surface Warfare Center (NSWCDD) Scientific and Technical Intelligence Office (STILO), Code T53. Foreign intelligence will be provided in accordance with DOD Directive, DOD-0000-151C-95, DODIPP Production Procedures; OPNAV Instructions 3880.6 and 3811.1C and NSWCDD Instructions 3880.6A and 3811.1C.

The following conditions of release apply to Foreign Intelligence information.

a. The material does not become the property of the contractor and may be withdrawn at any time. Upon expiration of the contract, all foreign intelligence released and any material using data from such intelligence shall be returned to the NSWCDD Senior Intelligence Officer (SIO) for final disposition. Only with the prior authorization of the Office of Naval Intelligence (ONI-52) via the NSWCDD SIO may the contractor retain such material.

b. The contractor shall not release the foreign intelligence material to any activity or person of the contractors organization not directly engaged in providing services under the contract or to another contractor (including subcontractors), government agency, private individual, or organization without prior approval of the NSWCDD SIO, or ONI-52 via the NSWCDD SIO.

c. Intelligence material shall not be released to foreign nationals or immigrant aliens who may be employed by the contractor, regardless of the level of their security clearance or access authorization, without the prior approval of ONI-52 via the NSWCDD SIO.

d. Intelligence material shall not be reproduced without prior approval of the NSWCDD SIO, or ONI-52 via the NSWCDD SIO. All intelligence material shall bear a prohibition against reproduction while in the custody of the contractor.

CONTINUATION SHEET - DD FORM 254

e. The contractor shall maintain records which contain the names of all individuals granted access to foreign intelligence material in the contractor's custody. These records shall be furnished to the NSWCCD Contracting Officer or the NSWCCD SIO on demand. The contractor shall ensure all individuals granted access to foreign intelligence information are aware of and abide by the controls set forth above.

Foreign intelligence is defined in SECNAVINST 5510.36 as the product from the collection, evaluation, analysis, integration, and interpretation of intelligence information about a foreign power and which is significant to the national security, foreign relations, or economic interests of the U.S. and which is provided by a Government agency that is assigned an intelligence mission.